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# United States Department of Agriculture,

## INSECTICIDE AND FUNGICIDE BOARD.

J. K. HAYWOOD, *Chairman*; M. B. WAITE, A. L. QUAINANCE, J. A. EMERY.

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### SERVICE AND REGULATORY ANNOUNCEMENTS.<sup>1</sup>

No. 24.

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#### NOTICES OF JUDGMENT UNDER THE INSECTICIDE ACT OF 1910.

[Given pursuant to section 4 of the Insecticide Act of 1910.]

**401. Misbranding of "Union Louse Killer." U. S. v. Union Stock Food Co. Plea of guilty. Fine \$25 and costs. (I. & F. No. 364. Dom. No. 8490.)**

On April 8, 1916, the United States attorney for the Eastern District of Tennessee, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Union Stock Food Co., a corporation, Greeneville, Tenn., alleging the shipment by said defendant, on March 17, 1914, from the State of Tennessee into the State of Arkansas, of a quantity of an article, contained in twelve packages, designated "Union Louse Killer," which was a misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement borne on the labels of the packages containing the article represented that the article would be sure to kill all ticks and all kinds of vermin which attack or infest poultry, dogs, horses, cattle, and sheep, whereas in fact and in truth, the article would not be sure to kill all ticks and all kinds of vermin which attack or infest poultry, dogs, horses, cattle, and sheep; and in this, that a statement borne on the labels of the packages represented that the article would kill all kinds of vermin which attack or infest live stock and poultry, whereas in fact and in truth, the article would not kill all kinds of vermin which attack or infest live stock and poultry; and in this, that a statement borne on the labels of the packages represented that the article would be a reliable disinfectant and germicide for use in and about stables, pig pens, poultry houses, kennels, gar-

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<sup>1</sup> Free distribution will be limited to firms, establishments, and journals especially concerned. Others desiring copies may obtain them from the Superintendent of Documents, Government Printing Office, Washington, D. C., at 5 cents each.

bage boxes, vaults, water-closets, sinks, etc., and that the article would destroy the germs of all contagious diseases, whereas in fact and in truth, the article would not be a reliable disinfectant and germicide for use in and about stables, pig pens, poultry houses, kennels, garbage boxes, vaults, water-closets, sinks, etc., and the article would not destroy the germs of all contagious diseases; and in this, that a statement borne on the labels of the packages represented that the article would be effective against all bugs and all worms which attack or affect the cabbage plant, and cucumber, squash, and melon vines, whereas in fact and in truth, the article would not be effective against all bugs or all worms which attack or affect the cabbage plant, and cucumber, squash, and melon vines; and in this, that a statement borne on the labels of the packages represented that the article, when used in the method and manner as directed by the said statement, would be effective for disinfecting and deodorizing slaughterhouses, sinks, vaults, stables, urinals, hospitals, dog kennels, chicken coops, cellars, closets, and cesspools, whereas in fact and in truth, the article would not be effective for disinfecting and deodorizing slaughterhouses, sinks, vaults, stables, urinals, hospitals, dog kennels, chicken coops, cellars, closets, and cesspools, when used in the method and manner directed.

Misbranding of the article was alleged further in that it consisted partially of inert substances, to wit, substances other than naphthalene and nicotine, which said inert substances do not prevent, destroy, repel, or mitigate insects or fungi, and the names and the percentage amounts of the said ingredients were not stated plainly and correctly, or at all, on each or any of the labels of the packages containing the article, nor in lieu thereof were the names and the percentage amounts of each and every ingredient of the article having insecticidal or fungicidal properties, and the total percentage of the said inert ingredients, stated plainly and correctly, or at all, on each or any of the labels of the packages containing the article.

On September 19, 1916, the defendant company entered a plea of guilty to the information and the court imposed a fine of \$25 and costs.

CLARENCE OUSLEY,  
*Acting Secretary of Agriculture.*

WASHINGTON, D. C., *January 9, 1919.*

**402. Misbranding of "Karbo Cream (Disinfectant)." U. S. v. George H. Lesure (Dr. J. G. Lesure). Plea of guilty. Fine, \$25 and costs. (I. & F. No. 340. Dom. No. 7365.)**

On December 14, 1915, the United States attorney for the district of New Hampshire, acting upon a report by the Secretary of Agriculture, filed in the district court of the United States for said district an information against George H. Lesure, trading and doing business under the name of Dr. J. G. Lesure, Keene, New Hampshire, alleging the shipment by said defendant, on January 3, 1913, from the State of New Hampshire into the State of New Jersey, of a quantity of an article contained in 3 bottles, designated "Karbo Cream (Disinfectant)," which was a misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information in that the packages and labels bore statements regarding the article which were false and misleading: In this, that a statement borne on labels of the bottles, and on cartons inclosing the bottles, and on circulars contained with the bottles in the cartons, conveyed the meaning and impression that the article was the most powerful antiseptic and germ killer known to modern science, whereas in fact and in truth, it was not the most powerful antiseptic and germ killer known to modern science; and in this, that a statement borne on the labels of the bottles, and on the cartons inclosing the bottles, conveyed the meaning and impression that the article was nonpoisonous, whereas in fact and in truth, it was poisonous; and in this, that a statement borne on the cartons inclosing the bottles conveyed the meaning and impression that the article was the most powerful antiseptic and germ killer known for use in and about the household, whereas in fact and in truth, it was not the most powerful antiseptic and germ killer known for use in and about the household; and in this, that a statement borne on the labels of the bottles conveyed the meaning and impression that the article was the most effective remedy for all skin diseases of man and animals, whereas in fact and in truth, it was not the most effective remedy for all skin diseases of man and animals; and in this, that a statement borne on the labels of the bottles conveyed the meaning and impression that the article would cure all forms of mange which affect horses and dogs, whereas in fact and in truth, it would not cure all forms of mange which affect horses and dogs; and in this, that a statement borne on the labels of the bottles conveyed the meaning and impression that the article would kill all bugs, whereas in fact and in truth, it would not kill all bugs; and in this, that a statement borne on the labels on the bottles conveyed the meaning and impression that the article would cure all forms of mange which affect horses and dogs if used and applied thereto in the strength and proportion directed, whereas in fact and in truth, it would not cure all forms of mange which affect horses and dogs if used and applied as directed; and in this, that a statement borne on the labels on the bottles conveyed the meaning and impression that the use of the article would prevent the spread of all diseases under all conditions and circumstances, whereas in fact and in truth, it would not prevent the spread of all disease under all conditions and circumstances; and in this, that a statement borne on the circulars contained with the bottles in the cartons conveyed the meaning and impression that the article was not poisonous and would therefore be safe for use anywhere and under all circumstances, whereas in fact and in truth, it was poisonous and would not be safe for use anywhere and under all circumstances; and in this, that a statement borne on the circulars contained with the bottles in the cartons conveyed the meaning and impression that infection from all contagious diseases could be prevented by placing in vessels in sick rooms, spittoons, chamber utensils, and commodes



a solution consisting of one teaspoonful of the article to one pint of water, whereas in fact and in truth, infection from all contagious diseases could not be prevented by the use and application of the article in the method and manner and in the strength and proportion directed; and in this, that a statement borne on the circulars contained with the bottles in the cartons conveyed the meaning and impression that Buffalo bugs could be destroyed and prevented by the application of the article in the strength and proportion of one gill thereof to a pail of water, whereas in fact and in truth, Buffalo bugs could not be bestroyed and prevented by the application of the article in the strength and proportion directed; and in this, that a statement borne on the circulars contained with the article in the cartons conveyed the meaning and impression that fumes arising from a solution of the article would be effective in promoting health, whereas it fact and in truth, fumes arising from a solution of the article would not be effective in promoting health; and in this, that a statement borne on the circulars contained with the bottles in the cartons conveyed the meaning and impression that the addition of a teaspoonful of the article to the water when bathing would be a defense against contagious diseases, whereas in fact and in truth, the use of the article in the said method and manner would not be a defense against contagious diseases; and in this, that a statement borne on the circulars contained with the bottles in the cartons conveyed the meaning and impression that the article would cure all urethral and vaginal discharges and would stop pain in all cases if used and applied in the method and manner and in the strength and proportion directed, whereas in fact and in truth, it would not cure all urethral and vaginal discharges and would not stop pain in all cases, if used and applied in the method and manner and in the strength and proportion directed; and in this, that a statement borne on the circulars contained with the bottles in the cartons conveyed the meaning and impression that the constant use of strong solutions of the article would prevent the spread of smallpox, scarlet fever, typhoid fever, diphtheria, and consumption, whereas in fact and in truth, the constant use of strong solutions of the article would not prevent the spread of smallpox, scarlet fever, typhoid fever, diphtheria, or consumption; and in this, that a statement borne on the circulars contained with the bottles in the cartons conveyed the meaning and impression that all forms of mange which affect horses could be cured by the application by washing affected parts with a solution of one-half pint of the article to a gallon of water, whereas in fact and in truth, all forms of mange which affect horses could not be cured by the application of the article in the method and manner and in the strength and proportion directed; and in this, that a statement borne on the circulars contained with the bottles in the cartons conveyed the meaning and impression that all insects which affect and infest domestic animals could be destroyed by the application of the article in the strength and proportion and in the method and manner directed, whereas in fact and in truth, all insects which affect domestic animals could not be destroyed by the use and application of the article in the strength and proportion and in the method and manner directed; and in this, that a statement borne on the circulars contained with the bottles in the cartons conveyed the meaning and impression that the article would permanently cure all forms of mange which affect dogs and cattle and would permanently rid dogs and cattle of fleas, if applied in the method and manner and in the strength and proportion directed, whereas in fact and in truth, all forms of mange which affect dogs and cattle could not be permanently cured and dogs and cattle could not be permanently ridded of fleas by the application of the article in the method and manner and in the strength and proportion directed; and in this, that a statement borne on the circulars contained with the bottles in the car-

tions conveyed the meaning and impression that chicken lice could be exterminated and prevented by the application of the article in the strength and proportion and in the method and manner directed, whereas in fact and in truth, chicken lice could not be exterminated and prevented by the use and application of the article in the method and manner and in the strength and proportion directed; and in this, that a statement borne on the circulars contained with the bottles in the cartons conveyed the meaning and impression that chickens could be kept healthy by the use of the article in the method and manner directed, whereas in fact and in truth, chickens could not be kept healthy by the use and application of the article in the method and manner directed; and in this, that a statement borne on the circulars contained with the bottles in the cartons conveyed the meaning and impression that the article would destroy all bugs which attack and infest cucumber, squash, and pumpkin plants, rose bushes, vines, shrubs, and vegetation in greenhouses if applied in the method and manner and in the strength and proportion directed, whereas in fact and in truth, the article would not destroy all bugs which attack and infest cucumber, squash, or pumpkin plants, rose bushes, vines, shrubs, or vegetation in greenhouses if applied in the method and manner and in the strength and proportion directed; and in this, that a statement borne on the circulars contained with the bottles in the cartons conveyed the meaning and impression that the infection of hog cholera could be prevented by the use and application of the article in the method and manner directed, whereas in fact and in truth, the infection of hog cholera could not be prevented by the use and application of the article in the method and manner directed; and in this, that a statement borne on the circulars, pamphlets, or folders contained with the bottles in the cartons conveyed the meaning and impression that the article would be reliable under all circumstances by reason of its antiseptic qualities, whereas in fact and in truth, the article would not be reliable under all circumstances by reason of its antiseptic qualities.

Misbranding of the article was alleged further in that it consisted partially of an inert substance, to wit, water, which does not prevent, destroy, repel, or mitigate insects or fungi, and the name and the percentage amount of the said inert ingredient were not stated plainly and correctly, or at all, on each or any of the libels on the bottles or packages containing the article, nor in lieu thereof, were the names and the percentage amounts of each and every ingredient of the article having insecticidal and fungicidal properties, and the total percentage of the said inert ingredient, stated plainly and correctly, or at all, on each or any of the labels on the bottles or packages containing the article.

On December 12, 1916, the defendant company, having withdrawn a plea of not guilty previously entered, entered a plea of guilty to the information and the court imposed a fine of \$25 and costs.

CLARENCE OUSLEY,  
*Acting Secretary of Agriculture.*

WASHINGTON, D. C., *January 9, 1919.*

**403. Adulteration of Paris Green. U. S. v. 50 Cans of Paris Green. Decree pro confesso. Product ordered destroyed. (I. & F. No. 400. Dom. No. 10731.)**

On April 10, 1916, the United States attorney for the Southern District of Florida, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying the seizure for condemnation of 50, more or less, cans of an article designated "Pure Paris Green," at Jacksonville, Fla. It was alleged in the libel that the article had been shipped by The White Tar Company, New York, N. Y., on August 22, 1915, and transported from the State of New York into the State of Florida; that it remained unsold and in the original unbroken packages within the jurisdiction of the said court; and that it was an adulterated Paris green within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the libel in that it contained arsenic in water-soluble forms equivalent to more than  $3\frac{1}{2}$  per centum of arsenious oxid.

On March 16, 1917, no answer to the libel or claim for the goods having been filed, a decree pro confesso was entered and it was ordered by the court that the product be destroyed by the United States marshal.

CLARENCE OUSLEY,  
*Acting Secretary of Agriculture.*

WASHINGTON, D. C., *January 9, 1919.*



**404. Adulteration of Paris Green. U. S. v. 30 Cans of Paris Green. Decree pro confesso. Product ordered destroyed. (I. & F. No. 413. Dom. No. 11162.)**

On April 10, 1916, the United States attorney for the Southern District of Florida, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said District a libel praying seizure for condemnation of 30, more or less, cans of an article designated "Pure Paris Green," at Sanford, Fla. It was alleged in the libel that the article had been shipped by The White Tar Company, New York, N. Y., on January 7, 1915, and transported from the State of New York into the State of Florida; that it remained in the original unbroken packages within the jurisdiction of the said court; and that it was an adulterated Paris green within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the libel in that it contained arsenic in water-soluble forms equivalent to more than  $3\frac{1}{2}$  per centum of arsenious oxid.

On March 16, 1917, no answer to the libel or claim for the goods having been filed, a decree pro confesso was entered, and it was ordered by the court that the product be destroyed by the United States marshal.

CLARENCE OUSLEY,  
*Acting Secretary of Agriculture.*

WASHINGTON, D. C., *January 9, 1919.*

**405. Adulteration and misbranding of "Nichols Bed Bug Powder." U. S. v. 4 Dozen Packages of "Nichols Bed Bug Powder." Default decree of condemnation and confiscation. Product ordered destroyed. (I. & F. No. 433. Dom. No. 12247.)**

On June 24, 1916, the United States attorney for the Eastern District of Virginia, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying the seizure for condemnation and confiscation of 4 dozen packages of an article designated "Nichols Bed Bug Powder." It was alleged in the libel that the article had been shipped on April 1, 1916, by Charles H. Nichols & Co., Chicago, Ill., and had been transported from the State of Illinois into the State of Virginia; that the article remained unsold and in the original unbroken packages at Richmond, Va., and that the article was an adulterated and misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the libel in that its strength and purity fell below the professed standard and quality under which it was sold, in this, that the article was labeled "Pyrethrum Powder 25%," whereas, in truth and in fact, the article did not contain any pyrethrum powder.

Misbranding of the article was alleged (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement borne on the labels of the packages represented that the article contained 25% of pyrethrum powder, whereas, in truth and in fact, the article did not contain any pyrethrum powder; and in this, that statements borne on the labels on the packages and on an advertising card contained in each of the packages represented that the article was effective for repelling, mitigating, and destroying bed bugs and all other insects, and for completely and totally destroying every species of insect life, whereas, in truth and in fact, the article was not effective against bed bugs and all insects, and would not completely and totally destroy every species of insect life; and in this, that a statement borne on the advertising card contained in the packages, to wit, "This powder contains parts, Quassa, Angelica Root, Eucalyptus Leaves, Colocynth and Borax," falsely represented and incorrectly stated the composition of the article. Misbranding of the article was alleged further in that it consisted partially of an inert substance or substances which did not prevent, destroy, repel, or mitigate insects, and did not have the names and percentage amounts of each and every one of said inert ingredients correctly stated on the label, or in lieu of such statement, a statement showing the correct names and percentage amounts of each and every ingredient of the article having insecticidal properties, together with a statement showing the correct amount of inert ingredients present.

At the April term, 1917, of the said court, no answer to the libel having been filed and no claim to the article having been made, a decree of confiscation and condemnation was entered, and it was ordered that the article be destroyed by the United States marshal.

CLARENCE OUSLEY,  
*Acting Secretary of Agriculture.*

WASHINGTON, D. C., January 9, 1919.

**406. Misbranding of "Glover's Imperial Mange Remedy." U. S. v. Adelaide M. Glover, Andrew J. Glover, and Clara M. Janes. (H. Clay Glover Co.).**  
**Pleas of guilty. Fine, \$25. (I. & F. No. 473. Dom. No. 10899.)**

On November 27, 1917, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district, an information against Adelaide M. Glover, Andrew J. Glover and Clara M. Janes, doing business under the name and style of H. Clay Glover Co., New York, N. Y., alleging the shipment by said defendants on February 10, 1916, from the State of New York into the District of Columbia, of a quantity of an article, contained in 36 bottles, each inclosed in a carton, labeled "Glover's Imperial Mange Remedy," which was a misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged (1) in that labels on the bottles bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that statements borne on the labels of the bottles represented that the article, when used as directed, would be effective against all forms of mange in dogs, whereas in truth and in fact, the article, when used as directed, would not be effective against all forms of mange in dogs; and in this, that statements borne on the labels of the bottles represented that the article, when used as directed, would be effective in all cases of scratches in horses, whereas in fact and in truth, the article, when used as directed, would not be effective in all cases of scratches in horses; and in this, that statements borne on the labels of the bottles represented that the article, when used as directed, would be effective against all forms of mange in cattle, whereas in fact and in truth, the article, when used as directed, would not be effective against all forms of mange in cattle; and in this, that statements borne on the cartons inclosing the bottles represented that the use of the article would be effective as a treatment for all kinds and conditions of mange, and for skin diseases of every nature, in dogs or cattle, and for scratches in horses, whereas in fact and in truth, the use of the article would not be an effective treatment for all kinds and conditions of mange or for skin diseases of every nature, in dogs or cattle, or for all cases of scratches in horses; and in this, that statements borne on the cartons inclosing the bottles represented that the use of the article would be an effective treatment for all forms of mange and for all other skin diseases, whereas in fact and in truth, the use of the article would not be effective treatment for all forms of mange and for all other skin diseases. Misbranding of the article was alleged further (1) in that a printed circular inclosed in each of the cartons with the bottles of the article bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that statements borne on the circulars represented that the article was a valuable remedy for all kinds and conditions of mange, and for skin diseases of every nature, in persons, horses, dogs, or cattle, whereas in fact and in truth, the article was not a valuable remedy for all kinds and conditions of mange and for skin diseases of every nature, in persons, horses, dogs, or cattle; and in this, that statements borne on the circulars represented that the article would effectually destroy the cause of all humors of the skin, would leave the skin in a healthy condition, and would promote the growth of hair, whereas in fact and in truth, the said article would not destroy the cause of humors of the skin, would not leave the skin in a healthy condition, and would not promote the growth of hair; and in this that statements borne on the circulars represented that the use of the article would be effective against all forms of mange



in dogs, whereas in fact and in truth, the use of the article would not be effective against all forms of mange in dogs; and in this, that statements borne on the circulars represented that the use of the article would cure all forms of mange in horses, whereas in fact and in truth, the use of the article would not cure all forms of mange in horses; and in this, that statements borne on the circulars represented that the use of the article would be an effective treatment in all cases of scratches in horses, and for all cases of cracked heels in horses, whereas in fact and in truth, the use of the article would not be an effective treatment in all cases of scratches in horses, or in all cases of cracked heels in horses; and in this, that statements borne on the circulars represented that the use of the article would correct all unhealthy dispositions of the human skin, would allay all inflammation, and would purify and heal affected parts, whereas in fact and in truth, the use of the said article would not correct all unhealthy dispositions of the human skin, would not allay all inflammation, and would not purify and heal the affected parts; and in this, that statements borne on the circulars represented that the use of the article would be an effective treatment for scrofulous or syphilitic sores, erysipelas, eczema, and all humors of the skin, whereas in fact and in truth, the use of the said article would not be an effective treatment for scrofulous or syphilitic sores, erysipelas, eczema, or all humors of the human skin; and in this, that statements borne on the circulars represented that the use of the article would be an effective treatment for all skin diseases of animals, would improve the growth of hair, and would be an effective treatment for all cases of scratches and for bad sores of all kinds in horses, whereas in fact and in truth, the use of the said article would not be an effective treatment for all skin diseases of animals, would not improve the growth of the hair, and would not be an effective treatment for all cases of scratches, or for bad sores of all kinds, in horses; and in this, that statements borne on the circulars represented that premature baldness is occasioned by a parasite which lives in the scalp and feeds upon the roots of the hair and is of the same nature as the mange insect in animals, and that the use of the said article, by destroying a parasite, would stop or prevent the loss of hair from the human head, whereas in fact and in truth, premature baldness is not occasioned by a parasite which lives in the scalp and feeds upon the roots of the hair and is of the same nature as the mange insect in animals, and the use of the said article, by destroying a parasite or parasites, would not stop or prevent the loss of hair from the human head; and in this, that statement borne on the circulars represented that the use of the article would be an effective treatment for all diseases of the human scalp, whereas in fact and in truth, the use of the article would not be an effective treatment for all diseases of the human scalp.

On December 14, 1917, the defendants, having withdrawn pleas of not guilty previously entered, entered pleas of guilty to the information, and the court imposed a fine of \$25.

CLARENCE OUSLEY,  
*Acting Secretary of Agriculture.*

WASHINGTON, D. C., *January 9, 1919.*

**407. Misbranding of "Bed Bug Swat." U. S. v. San-O-Zone Chemical Co. (S. O. S. Co.). Plea of guilty. Fine, \$10 and costs. (I. & F. No. 493. Dom. No. 10757.)**

On July 9, 1917, the United States attorney for the Western District of Missouri, acting upon a report by the Secretary of Agriculture, filed, in the District Court of the United States for said district, an information against the San-O-Zone Chemical Co., Inc., a corporation, doing business under the name S. O. S. Co., Kansas City, Mo., alleging the shipment by said defendant, on June 30, 1915, from the State of Missouri into the State of Arkansas, of a quantity of an article, contained in 18 packages and inclosed in a carton, labeled "Bed Bug Swat," which was a misbranded insecticide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information in that it consisted partially of inert substances, to wit, substances other than pyrethrum powder, which said inert substances do not prevent, destroy, repel, or migrate insects, and the names and percentage amounts of each and every one of the said inert ingredients were not plainly and correctly stated on each or any of the labels of the packages, nor in lieu thereof were the names and percentage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of the said inert ingredients present in the article, plainly and correctly stated on each or any labels of the packages.

On July 25, 1917, the defendant having entered a plea of guilty to the information, the court imposed a fine of \$10 and costs.

CLARENCE OUSLEY,  
*Acting Secretary of Agriculture.*

WASHINGTON, D. C., *January 9, 1919.*



408. Adulteration and misbranding of "Arsenate of Lead." U. S. v. E. J. Barry. Plea of guilty. Fine, \$10. (I. & F. No. 373. Dom. No. 9020.)

On June 22, 1916, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against E. J. Barry, New York, N. Y., alleging the shipment by the said defendant, on April 30, 1914, from the State of New York into the State of Indiana, of a quantity, to wit, two hundred pounds, contained in two hundred packages, of an article designated "Arsenate of Lead" which was an adulterated and misbranded lead arsenate within the meaning of the Insecticide Act of 1910. The article was labeled in part as follows: "Arsenate of Lead An Effective Insecticide. 1 lb. net. Alpha Chemical Co., New York. Guaranteed Analysis Total arsenic ( $\text{As}_2\text{O}_5$ )----16.29%. Arsenic ( $\text{As}_2\text{O}_5$ ) soluble in water----0.21%. Lead ( $\text{PbO}$ )----33.24%. Water----50% \* \* \* Arsenate of Lead is an Effective Insecticide for leaf-eating insects and particularly suitable for tender foliage, being perfectly safe to apply without danger of scorching. \* \* \* Spray with a mixture of six pounds Arsenate of Lead and 100 gallons of water, or, if it be desirable to apply a fungicide at the same time, Bordeaux Mixture may be used instead of water."

Adulteration of the article was alleged in the information in that it contained more than 50 centum of water, and the resulting mixture, to wit, lead arsenate and water in excess of 50 per centum, was not labeled "Lead Arsenate and Water," and the percentage of extra water, to wit, the percentage of water in excess of the said 50 per centum, was not stated plainly and correctly, or at all, on each or any of the packages containing the article or any label thereof. Adulteration of the article was alleged further in that a substance, to wit, water in excess of fifty per centum of the article, had been mixed and packed therewith so as to reduce, lower, and injuriously affect its quality and strength, and the resulting mixture, to wit, lead arsenate and the said water in excess of fifty per centum, was not labeled "Lead Arsenate and Water," and the percentage of the said extra water, to wit, said water in excess of fifty per centum of the article, was not stated plainly and correctly, or at all, on each or any of the packages containing the article or on any label thereof.

Misbranding of the article was alleged (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that statements borne on the labels of the packages represented that the article contained and consisted of total arsenic in the form of arsenic oxid in the proportion of 16.29 per centum, and that the article contained and consisted of lead in the form of lead oxid in the proportion of 33.24 per centum, and that the article contained and consisted of water in the proportion of 50 per centum, whereas in fact and in truth, the article contained and consisted of arsenic in the form of arsenic oxid in a proportion less than 16.29 per centum, and the article contained and consisted of lead in the form of lead oxid in a proportion less than 33.24 per centum, and the article contained and consisted of water in a proportion greater than 50 per centum; and in this, that statements borne on the labels of the packages represented that the article would be effective against all leaf-eating insects if a mixture composed of six pounds of the article and one hundred gallons of water, or a mixture composed of six pounds of the article and 100 gallons of Bordeaux mixture, were applied to trees and plants by spraying, and that a mixture composed of six pounds of the article and one hundred gallons of water, or a mixture composed of six pounds of the article and one hundred gallons of Bordeaux mixture,

could be applied by spraying to the tender foliage of any trees and plants without danger of injuring, by scorching, such tender foliage, whereas in fact and in truth, the article would not be effective against all leaf-eating insects if used and applied in the method and manner and in the strengths and proportions directed, and the application of the article to the tender foliage of certain trees and plants, in the strengths and proportions and in the method and manner directed, would cause serious injury, by scorching, to the tender foliage of such trees and plants.

On August 3, 1917, the defendant entered a plea of guilty to the information and the court imposed a fine of \$10.

CLARENCE OUSLEY,  
*Acting Secretary of Agriculture.*

WASHINGTON, D. C., *January 9, 1919.*

409. Adulteration and misbranding of "Arsenate of Lead." U. S. v. E. J. Barry. Plea of guilty. Fine, \$10. (I. & F. No. 508. Dom. No. 12816.)

On July 27, 1917, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against E. J. Barry, New York, N. Y., alleging the shipment by said defendant on July 25, 1916, from the State of New York into the State of Massachusetts, of a quantity, to wit, 500 pounds more or less, of an article designated "Arsenate of Lead," contained in 500 cans, which was an adulterated and misbranded lead arsenate within the meaning of the Insecticide Act of 1910. The article was labeled in part as follows: "One Pound Paste Arsenate of Lead. An Effective Insecticide for the Destruction of certain leaf-eating insects. Alpha Chemical Co., New York. \* \* \* Analysis: Total Arsenic Oxid ( $\text{As}_2\text{O}_3$ ) not less than 15% Arsenic Oxid ( $\text{As}_2\text{O}_3$ ) soluble in water, not more than  $\frac{1}{2}$ % Lead Oxid ( $\text{PbO}$ ) not less than 31%. Water, not more than 50%."

Adulteration of the article was alleged in the information in that it contained more than 50 per centum of water and the resulting mixture was not labeled "Lead Arsenate and Water," and the percentage of extra water was not plainly and correctly stated on each or any label on the cans containing the article. Adulteration of the article was alleged further in that it contained total arsenic equivalent to less than twelve and one-half per centum of arsenic oxid ( $\text{As}_2\text{O}_3$ ).

Misbranding of the article was alleged (1) in that the labels of the cans bore a statement regarding the article which was false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser; in this, that a statement borne on the labels of the cans represented that the article contained arsenic oxid ( $\text{As}_2\text{O}_3$ ) in a proportion not less than 15 per centum, and that the article contained water in a proportion not greater than 50 per centum, whereas in fact and in truth, the article contained arsenic oxid ( $\text{As}_2\text{O}_3$ ) in a proportion less than fifteen per centum, and the article contained water in a proportion greater than 50 per centum.

On August 3, 1917, the defendant entered a plea of guilty to the information and the court imposed a fine of \$10.

CLARENCE OUSLEY,  
*Acting Secretary of Agriculture.*

WASHINGTON, D. C., *January 9, 1919.*

**410. Misbranding of "Bordeaux Mixt. Powder Insecticide." U. S. v. Interstate Chemical Co. Plea of guilty. Fine, \$25. (I. & F. No. 381. Dom. No. 9696.)**

On May 6, 1916, the United States attorney for the District of New Jersey, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Interstate Chemical Co., a corporation, Jersey City, N. J., alleging the shipment by said defendant, on December 8, 1914, from the State of New Jersey into the State of Florida, of a quantity of an article, contained in 24 boxes, designated "Bordeaux Mixt. Powder Insecticide," which was a misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information in that it consisted partially of inert substances, to wit, substances other than copper in combinations thereof, which inert substances and ingredients did not and do not prevent, destroy, repel, or mitigate insects or fungi, and the names and the percentage amounts of each and every one of the said inert ingredients were not stated plainly and correctly, or at all, on each or any of the labels on the boxes containing the article, nor, in lieu of the names and percentage amounts of the inert ingredients, were the names and percentage amounts of each and every ingredient of the article having insecticidal and fungicidal properties, and the total percentage of the said inert ingredients present in the article, stated plainly and correctly, or at all, on each or any of the labels on the boxes containing the article.

On September 28, 1917, the defendant having withdrawn a plea of not guilty previously entered, entered a plea of guilty to the information, and the court imposed a fine of \$25.

CLARENCE OUSLEY,  
*Acting Secretary of Agriculture.*

WASHINGTON, D. C., *January 9, 1919.*



**411. Adulteration and misbranding of "Cinnakol Insect Powder." U. S. v. Cinnakol Chemical Sales Co. Plea of guilty. Fine, \$25. (I. & F. No. 515. Dom. No. 11087.)**

On July 19, 1917, the United States attorney for the District of New Jersey, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Cinnakol Chemical Sales Co., a corporation doing business at Bayonne, N. J., alleging the shipment by said defendant on March 5, 1916, from the State of New Jersey into the State of Pennsylvania, of a quantity of an article, contained in twenty-four cartons, labeled "Cinnakol Insect Powder," which was an adulterated and misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the information in that the words borne on the labels of the cartons, to wit, "Insect Powder," purported and professed that the standard and quality of the article was such that it consisted wholly of the powdered flower heads of certain species of the pyrethrum plant, whereas the strength and purity of the article fell below the said professed standard and quality, in that, in fact and in truth, the article did not contain any powdered flower heads of species of the pyrethrum plant. Adulteration of the article was alleged further in that the words borne on the labels of the cartons, to wit, "Insect Powder," purported and operated to state that the article was insect powder, that is to say, that it consisted wholly of the powdered flower heads of certain species of the pyrethrum plant, whereas, substances other than powdered flower heads of certain species of the pyrethrum plant had been substituted wholly for the article.

Misbranding of the article was alleged (1) in that the packages bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement borne on the cartons represented that the article contained cresol compounds in the proportion of ten per centum, pine oil in the proportion of fifteen per centum, and ingredients and substances which do not prevent, destroy, repel, or mitigate insects or fungi, in the proportion of seventy-five per centum, whereas in fact and in truth, the article contained cresol compounds in a proportion less than ten per centum, pine oil in a proportion less than fifteen per centum, and ingredients and substances which do not prevent, destroy, repel, or mitigate insects or fungi, in a proportion greater than seventy-five per centum; and in this, that a statement borne on the cartons represented that the article was insect powder, that is to say, that it consisted wholly of the powdered flower heads of certain species of the pyrethrum plant, whereas in fact and in truth, the article was not insect powder, that is to say, it did not contain any powdered flower heads of species of the pyrethrum plant. Misbranding of the article was alleged further in that it consisted partially of inert substances, to wit, substances other than phenols and pine oil, which said inert substances do not prevent, destroy, repel, or mitigate insects or fungi, and the names and percentage amounts of each and every one of the said inert ingredients were not stated plainly and correctly on each or any of the labels on the cartons containing the article, nor in lieu thereof, were the names and percentage amounts of each and every ingredient of the article having insecticidal or fungicidal properties, and the total percentage of the said inert ingredients present in the article, stated plainly and correctly on each or any of the labels on the cartons containing the article.

On October 15, 1917, the defendant entered a plea of guilty to the information, and the court on November 12, 1917, imposed a fine of \$25.

CLARENCE OUSLEY,

WASHINGTON, D. C. January 9, 1919.

Acting Secretary of Agriculture.



**415. Misbranding of "Fungine." U. S. v. Aphine Manufacturing Company.**  
**Plea of guilty. Fine, \$150.** (I. & F. No. 520. Dom. Nos. 10451, 12990.)

On November 5, 1917, the United States attorney for the District of New Jersey, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Aphine Manufacturing Company, a corporation, Madison, N. J., alleging the shipment, by said defendant, on July 28, 1916, from the State of New Jersey into the State of Massachusetts, of 12 quarts, contained in 12 cans, and on September 2, 1915, from the State of New Jersey into the State of Illinois, of 4 quarts, contained in 4 cans, of an article labeled "Fungine," which was a misbranded insecticide within the meaning of the Insecticide Act of 1910.

Misbranding of the article in each shipment was alleged in the information (1) in that the labels of the cans bore a statement regarding the article which was false and misleading, (2) in that the article was labeled and branded so as to deceive and mislead the purchaser, and (3) in that the article was in package form, and the contents were stated in terms of measure, but they were not plainly and correctly stated on the outside of the package: In this, that the words, "One Quart," borne on the labels of each of the cans containing the article, represented that each of the cans contained one quart of the article, whereas in fact and in truth, each of the cans contained less than one quart of the article.

On February 4, 1918, the defendant having retracted a plea of not guilty previously entered, entered a plea of guilty to the information, and the court imposed a fine of \$150.

CLARENCE OUSLEY,  
*Acting Secretary of Agriculture.*

WASHINGTON, D. C., January 9, 1919.

**416. Misbranding of "Bordeaux Mixture Dry Powdered." U. S. v. Interstate Chemical Co. Plea of guilty. Fine, \$10. (I. & F. No. 562. Dem. No. 11053.)**

On October 13, 1917, the United States attorney for the District of New Jersey, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Interstate Chemical Co., a corporation, Jersey City, N. J., alleging the shipment by said company, on February 12, 1916, from the State of New Jersey into the State of Pennsylvania, of a quantity of an article, to wit, 270 pounds, contained in 29 boxes, designated "Bordeaux Mixture Dry Powdered," which was a misbranded fungicide within the meaning of the insecticide act of 1910.

Misbranding of the article was alleged in the information in that the article was in package form and the contents thereof were stated in terms of measure, but they were not correctly stated on the outside of the package, in this, that the statement, to wit, "10 Lbs. Bordeaux Mixt. Powd.", borne on the outside of each of the boxes, operated to state that the contents of each of the boxes were 10 pounds of the article, whereas in fact and in truth, each of the boxes contained less than 10 pounds of the article.

On February 4, 1918, the defendant company entered a plea of guilty to the information and the court imposed a fine of \$10.

CLARENCE OUSLEY,  
*Acting Secretary of Agriculture.*

WASHINGTON, D. C., *January 9, 1919.*

**417. Misbranding of "Sturtevant Lice Paint." U. S. v. The F. C. Sturtevant Co. Plea of guilty. Fine, \$20 and costs. (I. & F. No. 509. Dom. No. 10701.)**

On August 15, 1917, the United States attorney for the District of Connecticut, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the F. C. Sturtevant Co., a corporation, Hartford, Conn., alleging the shipment by said defendant, on or about March 10, 1915, from the State of Connecticut into the State of West Virginia, of a quantity, to wit, 24 gallons, contained in 24 cans, of an article labeled "Sturtevant Lice Paint," which was : misbranded insecticide within the meaning of the Insecticide Act of 1910. The article was labeled in part as follows: "Sturtevant Lice Paint (Design) For Killing Lice, Mites, Fleas, Etc., on Poultry and Animals. A Very Effective Vermin Killer and a Powerful Disinfectant. The fumes of the Lice Paint Kills the Lice, Mites, Fleas, and Insects that are found on Poultry, Plants, and Animals. Safe to Use, Cheap, and Immediately Effective. Price \$1.00. Manufactured by The F. C. Sturtevant Co., Hartford, Conn., U. S. A. \* \* \* Directions For Using on Live Stock. To kill Vermin, such as Lice, Fleas, Ticks, etc., on Horses and Cattle. Dilute the Paint with an equal measure of kerosene. Pour into a shallow pan. Take a stiff horse brush, one made of broom corn is the best. Dip the brush into the paint just enough to cover about  $\frac{1}{4}$  inch of the ends of the bristles. Shake off all surplus and apply lightly to the coat of the animal by brushing from tail towards head, covering all parts. This covers tips of hair only, which is all that is necessary. The gas from the paint kills the vermin. Apply lightly with a sprayer if you have one. Caution—Do not apply heavy enough to reach the skin, as it will take off the hair. For Dogs, Cats, and Rabbits, to kill the Fleas, paint inside of a box. Place the animal inside and cover over, being careful to leave space to admit air, to prevent smothering the animal. \* \* \* Directions For Using on Poultry: Paint the perches and dropping boards with the Lice Paint just before the fowls go to roost. In case the perches are small, place a wide board close up under same and paint as above. The Lice or Mites are sure to drop off dead before morning; or paint the bottom of a box and confine the fowls for half an hour, covering over top of box with sack or piece of carpet. \* \* \* The Sturtevant Lice Paint is death to all kinds of insect life. The gas that arises kills the insect. \* \* \*

Misbranding of the article was alleged in the information (1) in that the labels of the cans bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that statements borne on the labels of the cans represented that the article, when prepared and applied in the method and manner and in the strength and proportion directed would be effective against all vermin and all insects that infest or are found on poultry, plants, or animals, whereas in fact and in truth, the article when prepared and applied in the method and manner and in the strength and proportion directed would not be effective against all vermin or all insects that infest or are found on poultry, plants, or animals; and in this, that statements borne on the labels of the cans represented that the article when applied in the method and manner directed would be effective against poultry lice and poultry mites, whereas in fact and in truth, the article when applied in the method and manner directed would not be effective against poultry lice or poultry mites; and in this, that statements borne on the labels of the cans represented that the article when applied in the method and manner directed would be effective against poultry mites, whereas in fact and in truth, the article when

applied in the method and manner directed would not be effective against poultry mites; and in this, that statements borne on the labels of the cans represented that the article would be effective against all insect life through and by means of gas arising and emanating from the article, whereas in fact and in truth, the article would not be effective against all insect life through and by means of gas arising and emanating from the article.

On October 4, 1917, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$20 and costs.

CLARENCE OUSLEY,  
*Acting Secretary of Agriculture.*

WASHINGTON, D. C., *January 9, 1919.*

**418. Misbranding of Tobacco Dust. U. S. v. 3 Cases of Tobacco Dust. Consent decree of condemnation. Product released to claimant on payment of costs and under bond. (I. & F. No. 570. Dom. No. 13671.)**

On September 7, 1917, the United States attorney for the District of Connecticut, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying the seizure for condemnation of 3 cases of tobacco dust. It was alleged in the libel that the article had been shipped on May 9, 1917, by William Elliott & Son, New York, N. Y., and transported thence to New Haven, Connecticut, and there remained unsold or in the original unbroken packages; and that the article was a misbranded insecticide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the libel in that the article consisted partially of inert substances, to wit, substances other than nicotine, which said inert substances and ingredients do not prevent, destroy, repel, or mitigate insects, and the names and percentage amounts of each and every one of the said inert ingredients were not stated plainly and correctly, or at all, on each or any of the cases containing the article, not in lieu of the names and percentage amounts of the said inert ingredients, were the names and percentage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of the said inert ingredients present in the article, stated plainly and correctly, or at all, on each or any label on each or any of the cases containing the article.

On October 16, 1917, an answer having been filed by the claimant claiming the goods, admitting the allegations of the libel, assenting to a decree for the plaintiff, and requesting the redelivery to it of the said article, a decree of condemnation and destruction of the goods was entered, provided that upon the payment of the costs of the proceedings and the execution of a good and sufficient bond to the United States, conditioned that the said article should not be sold or disposed of contrary to law, the said article should be redelivered to the claimant.

CLARENCE OUSLEY,  
*Acting Secretary of Agriculture.*

WASHINGTON, D. C., *January 9, 1919.*



**419. Misbranding of "Spratt's Follicular Mange Remedy." U. S. v. Spratt's Patent (America) Limited. Plea of guilty. Fine, \$75. (I. & F. No. 516. Dom. No. 12507.)**

On September 6, 1917, the United States attorney for the Eastern District of Missouri, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Spratt's Patent (America) Limited, a corporation, St. Louis, Mo., alleging the shipment by the said defendant, on June 20, 1916, from the State of Missouri into the State of Oklahoma, of a quantity of an article, contained in three cans each enclosed in a carton, designated "Spratt's Follicular Mange Remedy," which was a misbranded insecticide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (1) in that labels on the cans and on the cartons bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser; in this, that statements borne on the labels on the cans and on the cartons represented that the article, when used and applied in the method and manner directed, would be effective against follicular mange on dogs, whereas in fact and in truth, the article, when used and applied in the method and manner directed, would not be effective against follicular mange on dogs. Misbranding of the article was alleged further in that it consisted partially of an inert substance, to wit, water, which substance does not and did not prevent, destroy, repel, or mitigate insects, and the name and percentage amount of the said inert ingredient were not stated plainly and correctly, or at all, on each or any of the labels, nor in lieu thereof, were the names and percentage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of the said inert ingredient present in the article, stated plainly and correctly, or at all, on each or any of the labels.

On October 5, 1917, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$75 and costs.

CLARENCE OUSLEY,

*Acting Secretary of Agriculture.*

WASHINGTON, D. C., *January 9, 1919.*

**420. Misbranding of "Germ-Free." U. S. v. Harry Houseman (Richmond Germicide Co.). Plea of guilty. Fine, \$25. (I. & F. No. 514. Dom. No. 10501.)**

At the October term, 1917, of the United States court for the Eastern District of Virginia, the United States attorney for said district, acting upon a report by the Secretary of Agriculture, filed in the said court an information against Harry Houseman, trading and doing business as the Richmond Germicide Co., Richmond, Va., alleging the shipment by said defendant, on or about February 22, 1915, from the State of Virginia into the District of Columbia, of a quantity of an article, contained in 24 bottles, labeled "Germ-Free," which was a misbranded fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (1) in that the labels of the bottles bore a statement regarding the article which was false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement borne on the labels of the bottles conveyed the meaning and impression that the fungicide was not poisonous, whereas in fact and in truth, the article was poisonous. Misbranding of the article was alleged further in that it consisted partially of an inert substance, to wit, water, which inert substance does not prevent, destroy, repel, or mitigate fungi, and the name and the percentage amount of the said inert substance and ingredient were not stated plainly and correctly, or at all, on the label on each or any of the bottles containing the article, nor in lieu thereof were the names and the percentage amount of each and every one of the ingredients of the article having fungicidal properties, and the total percentage of the said inert ingredient, stated plainly and correctly, or at all, on the label on each or any of the bottles containing the article.

On October 6, 1917, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$25.

CLARENCE OUSLEY,  
*Acting Secretary of Agriculture.*

WASHINGTON, D. C., *January 9, 1919.*

**421. Misbranding of "I-Septa." U. S. v. KarBrak Chemical Co. Plea of nolo contendere. Fine, \$10 and costs. (I. & F. No. 486, Dom. No. 12277.)**

On October 15, 1917, the United States attorney for the Middle District of Pennsylvania, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the KarBrak Chemical Co., a corporation, Wellsboro, Pa., alleging the shipment by said defendant, on February 23, 1916, from the State of Pennsylvania into the State of New York, of a quantity of an article, contained in six bottles, labeled "I-Septa," which was a misbranded fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information in that it consisted partially of inert substances, to wit, water and glycerine, which said inert substances do not prevent, destroy, repel, or mitigate fungi, and the names and the percentage amounts of each and every one of the said inert substances and ingredients were not stated plainly and correctly, or at all, on each or any label affixed to the bottles containing the article, or on each or any carton enclosing said bottles, nor in lieu thereof, were the names and percentage amounts of each and every ingredient of the article having fungicidal properties, and the total percentage of inert ingredients present in the article, stated plainly and correctly, or at all, on each or any label affixed to the bottles, or on each or any carton enclosing the bottles. Misbranding of the article was alleged further (1) in that the labels of the packages bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that statements borne on the labels of the bottles and on the cartons represented that the use of the article in the method and manner directed would instantly kill all infectious and contagious disease germs, and that the article would be effective as a disinfectant and would destroy all odors, whereas in fact and in truth, the use of the article in the method and manner directed would not instantly kill all infectious and contagious disease germs, and the article would not be effective as a disinfectant and would not destroy all odors; and in this, that statements borne on the labels of the bottles and on the cartons represented that the bactericidal power of the article was many times greater than the bactericidal power of carbolic acid and of all products used as disinfectants and derived from coal tar, whereas in fact and in truth, the bactericidal power of the article was much less than the bactericidal power of carbolic acid and of other products used as disinfectants and derived from coal tar; and in this, that statements borne on the labels of the bottles and on the cartons represented that the application of the article in the method and manner directed would be effective in averting serious consequences of nail punctures, snake bites, and dog bites, whereas in fact and in truth, the application of the article in the method and manner directed would not be effective in averting serious consequences of nail punctures, snake bites, or dog bites; and in this, that statements borne on the labels of the bottles and on the cartons represented that the use of the article in the method and manner directed would be effective in all cases of running sores and ulcers, whereas in fact and in truth, the use of the article in the method and manner directed would not be effective in all cases of running sores or ulcers; and in this, that statements borne on the cartons represented that the article was, according to the science of bacteriology, the most efficient of all products used as disinfectants for destroying the germs of infectious and contagious diseases, whereas in fact and in truth, the article according to the science of bacteriology was not the most efficient of all products used as disinfectants for destroying the

germs of infectious or contagious diseases; and in this, that statements borne on the cartons represented that the bactericidal efficiency of the article was many times greater than the bactericidal efficiency of carbolic acid and of all other products used as disinfectants and derived from coal tar, whereas in fact and in truth, the bactericidal efficiency of the article was much less than the bactericidal efficiency of carbolic acid and was less than the bactericidal efficiency of other products used as disinfectants and derived from coal tar.

On October 15, 1917, the defendant entered a plea of nolo contendere to the information, and the court imposed a fine of \$10 and costs.

CLARENCE OUSLEY,

*Acting Secretary of Agriculture.*

WASHINGTON, D. C., *January 9, 1919.*

**422. Misbranding of formaldehyde. U. S. v. Smith-Faus Drug Co. Plea of guilty. Fine, \$25. (I. & F. No. 497. Dom. Nos. 10932, 10937.)**

On July 21, 1917, the United States attorney for the District of Utah, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Smith-Faus Drug Co., a corporation, Salt Lake City, Utah, alleging the shipment by said defendant, on or about March 18, 1916, and March 17, 1916, from the State of Utah into the State of Idaho, of quantities of formaldehyde, contained in two kegs, which was a misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article in each shipment was alleged in the information in that it consisted partially of inert substances, to wit, substances other than formaldehyde, which said inert substances do not prevent, destroy, repel, or mitigate insects or fungi, and the names and percentage amounts of each and every one of the said inert ingredients were not plainly and correctly stated on any label borne by the article, nor in lieu thereof, were the names and percentage amounts of each and every ingredient of the article having insecticidal and fungicidal properties, and the total percentage of the said inert ingredients, plainly and correctly stated on any label borne by the article.

On December 13, 1917, the defendant entered a plea of guilty to the information and the court imposed a fine of \$25.

CLARENCE OUSLEY, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., *January 9, 1919.*



**423. Misbranding of "Schnarr's Insecticide." U. S. v. J. Schnarr (J. Schnarr & Co.). Plea of guilty. Fine, \$10 and costs. (I. & F. No. 519. Dom. No. 12211.)**

At the February term, 1918, of the United States Court for the Southern District of Florida, the United States attorney for said district, acting upon a report by the Secretary of Agriculture, filed, in the said court an information against J. Schnarr, trading under the name and style of J. Schnarr & Co., Orlando, Fla., alleging the shipment by said defendant, on September 3, 1915, from the State of Florida into the State of Georgia, of a quantity of an article contained in 11 cans, which was a misbranded insecticide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information in that it consisted partially of an inert substance, to wit, water, which said inert substance does not prevent, destroy, repel, or mitigate insects, and the names and the percentage amounts of the said inert ingredient were not stated plainly and correctly, or at all, on any label on each or any of the cans containing the article, nor in lieu thereof, were the names and the percentage amounts of each and every one of the ingredients of the article having insecticidal properties, and the total percentage of the said inert ingredients, stated plainly and correctly, or at all, on any label on each or any of the cans containing the article.

On February 20, 1918, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$10 and costs.

CLARENCE OUSLEY, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., January 9, 1919.

**424. Misbranding of "Magic Sticky Tree Cord." U. S. v. Alto Manufacturing Co. Plea of guilty. Fine, \$25. (I. & F. No. 526. Dom. Nos. 10549, 12335.)**

On November 15, 1917, the United States attorney for the Western District of Kentucky, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Alto Manufacturing Co., a corporation, Louisville, Ky., alleging the shipment by said defendant, on February 21, 1916, from the State of Kentucky into the State of New York, of a quantity of an article contained in 48 cans, and on January 31, 1916, into the State of Missouri, of a quantity of an article contained in 180 cans, labeled "Magic Sticky Tree Cord," which were misbranded insecticides within the meaning of the Insecticide Act of 1910.

Misbranding of the article in each shipment was alleged in the information (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that statements borne on the labels of the cans represented that the article, when used and applied in the method and manner directed, would be effective in preventing the ascent of caterpillars, gipsy moths, brown-tail moths, and other injurious insects, on trees, whereas in fact and in truth, the article, when used and applied in the method and manner directed, was not effective in preventing the ascent of caterpillars, gipsy moths, brown-tail moths, and other injurious insects, on trees; and in this, that statements bore on the labels of the cans represented that the article, when used and applied in the method and manner directed, would be effective in protecting trees against insects, and that it would remain sticky from 3 to 4 months, whereas in fact and in truth, the article, when used and applied in the method and manner directed, would not be effective in protecting trees against insects and does not remain sticky from 3 to 4 months.

On February 28, 1918, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$25.

CLARENCE OUSLEY,  
*Acting Secretary of Agriculture.*

WASHINGTON, D. C., *January 9, 1919.*

**425. Misbranding of "Star Powdered Ammonia Compound." U. S. v. Lavo Company of America. Plea of guilty. Fine, \$100. (I. & F. No. 479. Dom. No. 9431.)**

On April 27, 1917, the United States attorney for the Eastern District of Wisconsin, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Lavo Company of America, a corporation, Milwaukee, Wis., alleging the shipment by said defendant on or about August 3, 1914, from the State of Wisconsin into the State of Colorado, of a quantity of an article, contained in 1,850 cartons, labeled "Star Powdered Ammonia Compound," which was a misbranded insecticide and fungicide within the meaning of the insecticide act of 1910.

Misbranding of the article was alleged in the information (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement borne on the labels of the cartons represented that the article was composed and consisted wholly or for the most part of a powdered compound of ammonium, whereas in fact and in truth, the article was not composed and did not consist wholly or for the most part of a powdered compound of ammonium, but contained a powdered compound of ammonium in only a small proportion; and in this, that a statement borne on the labels of the cartons represented that the quantity of ammonia compound contained in each of the cartons was equal to the quantity of ammonia compound contained in many bottles of ordinary liquid ammonia, whereas in fact and in truth, the quantity of ammonia compound contained in each of the cartons was less than the quantity of ammonia compound contained in many bottles of ordinary ammonia water; and in this, that a statement borne on the labels of the cartons represented that the disinfection of clothes could be accomplished by the use of the article in the method and manner directed, whereas in fact and in truth, the disinfection of clothes could not be accomplished by the use of the article in the method and manner directed; and in this, that a statement borne on the labels of the cartons represented that the disinfection of houses could be accomplished by the application of the article in the method and manner directed, whereas in fact and in truth, the disinfection of houses could not be accomplished by the application of the article in the method and manner directed; and in this, that a statement borne on the labels of the cartons represented that the article, when applied in the method and manner directed, would be effective against moths, whereas in fact and in truth, the article, when applied in the method and manner directed, would not be effective against moths. Misbranding of the article was alleged further in that it consisted partially of inert substances, to wit, substances other than ammonium bicarbonate and sodium carbonate, which said inert substances and ingredients do not prevent, destroy, repel, or mitigate insects or fungi, and the names and the percentage amounts of each and every one of the said inert ingredients were not stated plainly and correctly on each or any label of the cartons containing the article, nor in lieu thereof, were the names and the percentage amounts of each and every ingredient of the article having insecticidal or fungicidal properties, and the total percentage of the said inert ingredients, stated plainly and correctly on each or any label of the cartons containing the article.

On March 1, 1918, the defendant company, having withdrawn a plea of not guilty previously entered, entered a plea of guilty to the information, and the court imposed a fine of \$100.

WASHINGTON, D. C., January 9, 1919.

CLARENCE OUSLEY,  
*Acting Secretary of Agriculture.*







